



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000293

NOT TO EXCEED AMOUNT:

Begin Date: 07/09/2019

Procurement Folder: 850001

Expiration Date: 07/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH
HIGH PERFORMANCE ASPHALT COLD PATCH: BAG, PAIL, BULK DELIVERY & BULK PICKUP

STATEWIDE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000039917: Midsouth Paving, Inc.
P.O. Box 198495
Atlanta GA 30384-8498

Contact:

Anita Billingsley
2059955951 EXT: 5915
anita.billingsley@midsouthpaving.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	TON	\$110.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK DELIVERED
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT GUNTERSVILLE AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	TON	\$90.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK PICK-UP
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE SUPPLIED VIA PLANT PICKUP FOR ANY JOBSITE OR STOCK PILE IN THE ALDOT GUNTERSVILLE AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	TON	\$105.000000	\$0.00			\$0.00	\$0.00

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 ASPHALT PATCH MATERIAL, BULK DELIVERED
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 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT TUSCUMBIA AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	TON	\$90.000000	\$0.00			\$0.00	\$0.00

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 ASPHALT PATCH MATERIAL, BULK PICK-UP
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MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	TON	\$105.000000	\$0.00			\$0.00	\$0.00

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 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	TON	\$90.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

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MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	TON	\$105.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

ASPHALT PATCH MATERIAL, BULK DELIVERED

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT ALEX CITY AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	TON	\$90.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

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MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	TON	\$115.000000	\$0.00			\$0.00	\$0.00

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ASPHALT PATCH MATERIAL, BULK DELIVERED

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT TUSCALOOSA AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	TON	\$90.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

ASPHALT PATCH MATERIAL, BULK PICK-UP

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE SUPPLIED VIA PLANT PICKUP FOR ANY JOBSITE OR STOCK PILE IN THE ALDOT TUSCALOOSA AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	TON	\$140.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

ASPHALT PATCH MATERIAL, BULK DELIVERED

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POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT FAYETTE AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	TON	\$120.000000	\$0.00			\$0.00	\$0.00

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ASPHALT PATCH MATERIAL, BULK DELIVERED

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT MONTGOMERY AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	TON	\$95.000000	\$0.00			\$0.00	\$0.00

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ASPHALT PATCH MATERIAL, BULK PICK-UP

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE SUPPLIED VIA PLANT PICKUP FOR ANY JOBSITE OR STOCK PILE IN THE ALDOT MONTGOMERY AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	TON	\$135.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

ASPHALT PATCH MATERIAL, BULK DELIVERED

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT TROY AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	TON	\$110.000000	\$0.00			\$0.00	\$0.00

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ASPHALT PATCH MATERIAL, BULK PICK-UP

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE SUPPLIED VIA PLANT PICKUP FOR ANY JOBSITE OR STOCK PILE IN THE ALDOT TROY AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	TON	\$150.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

ASPHALT PATCH MATERIAL, BULK DELIVERED

COMMODITY / SERVICE INFORMATION

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT GROVE HILL AREA.

MAKE: _____

MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	TON	\$175.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL

ASPHALT PATCH MATERIAL, BULK DELIVERED

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT MOBILE AREA.

MAKE: _____

MODEL: _____

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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Authority:

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Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000294

NOT TO EXCEED AMOUNT:

Begin Date: 07/09/2019

Procurement Folder: 850001

Expiration Date: 07/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH
HIGH PERFORMANCE ASPHALT COLD PATCH: BAG, PAIL, BULK DELIVERY & BULK PICKUP

STATEWIDE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049128: Advanced Asphalt Products, LLC
25601 Hwy 69
Jasper AL 35504

Contact:

Destry Martz
2053871762
destrymartz@charter.net

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	BAG	\$13.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 GUNTERVILLE AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, PAIL
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 GUNTERVILLE AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	TON	\$92.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK DELIVERED
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
 GUNTERVILLE AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	BAG	\$10.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 TUSCUMBIA AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, PAIL
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 TUSCUMBIA AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	TON	\$89.000000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK DELIVERED
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
 TUSCUMBIA AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	BAG	\$10.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, PAIL
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	TON	\$80.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK DELIVERED
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
 BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	BAG	\$11.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 ALEX CITY AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, PAIL

Final

COMMODITY / SERVICE INFORMATION

POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
ALEX CITY AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	TON	\$92.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK DELIVERED
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
ALEX CITY AREA.

MAKE: _____
MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	BAG	\$10.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BAG
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
TUSCALOOSA AREA.

MAKE: _____
MODEL: _____
LBS: _____

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, PAIL
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
TUSCALOOSA AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	TON	\$92.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK DELIVERED
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
TUSCALOOSA AREA.

MAKE: _____
MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	BAG	\$10.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BAG

COMMODITY / SERVICE INFORMATION

POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
FAYETTE AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, PAIL
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
FAYETTE AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	TON	\$89.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK DELIVERED
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
FAYETTE AREA.

MAKE: _____
MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	TON	\$84.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK PICK-UP
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE SUPPLIED VIA PLANT PICKUP FOR ANY JOBSITE OR STOCK PILE IN THE
ALDOT
FAYETTE AREA.

MAKE: _____
MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	BAG	\$11.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BAG
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
MONTGOMERY AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, PAIL

COMMODITY / SERVICE INFORMATION

POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
MONTGOMERY AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	TON	\$98.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK DELIVERED
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
MONTGOMERY AREA.

MAKE: _____
MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	BAG	\$11.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BAG
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
TROY AREA.

MAKE: _____
MODEL: _____
LBS: _____

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, PAIL
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
TROY AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	TON	\$110.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK DELIVERED
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
TROY AREA.

MAKE: _____
MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	BAG	\$13.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BAG

COMMODITY / SERVICE INFORMATION

POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
GROVE HILL AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, PAIL
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
GROVE HILL AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	TON	\$105.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK DELIVERED
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
GROVE HILL AREA.

MAKE: _____
MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	BAG	\$11.500000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BAG
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
MOBILE AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	PAIL	\$18.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, PAIL
POT HOLE PATCHING MATERIAL.
HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
MOBILE AREA.

MAKE: _____
MODEL: _____
LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	TON	\$110.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
ASPHALT PATCH MATERIAL, BULK DELIVERED

COMMODITY / SERVICE INFORMATION

POT HOLE PATCHING MATERIAL.

HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT MOBILE AREA.

MAKE: _____

MODEL: _____

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

190000000294	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 9 of 14
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

190000000294	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 10 of 14
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

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Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

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Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

190000000294	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 12 of 14
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

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2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
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Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

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The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

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Inquiries concerning invoice payments are to be directed to the receiving agency.

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Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000295

NOT TO EXCEED AMOUNT:

Begin Date: 07/09/2019

Procurement Folder: 850001

Expiration Date: 07/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH
HIGH PERFORMANCE ASPHALT COLD PATCH: BAG, PAIL, BULK DELIVERY & BULK PICKUP

STATEWIDE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000052989: Whitaker Contracting Corp
PO Box 306
Guntersville AL 35976

Contact:

David South
2565822636
Davidsouth@Whitaker-Contracting.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	TON	\$95.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK DELIVERED
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TO BE DELIVERED TO ANY JOBSITE OR STOCKING IN THE ALDOT
 GUNTERSVILLE AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	TON	\$85.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK PICK-UP
 POT HOLE PATCHING MATERIAL.
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 ALDOT
 GUNTERSVILLE AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	TON	\$97.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BULK DELIVERED
 POT HOLE PATCHING MATERIAL.
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 BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	TON	\$85.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
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 POT HOLE PATCHING MATERIAL.
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 ALDOT
 BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

190000000295	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 3 of 8
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Authority:

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190000000295	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 4 of 8
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190000000295	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 6 of 8
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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

190000000295	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 8 of 8
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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000296

NOT TO EXCEED AMOUNT:

Begin Date: 07/09/2019

Procurement Folder: 850001

Expiration Date: 07/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH
HIGH PERFORMANCE ASPHALT COLD PATCH: BAG, PAIL, BULK DELIVERY & BULK PICKUP

STATEWIDE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000107896: EAGLEUTILITIES & VAULT COMPANY
P O Box 815
Athens AL 35612

Contact:

Unknown
205 232 2100

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	BAG	\$13.950000	\$0.00			\$0.00	\$0.00
7456710 - ASPHALT PATCH MATERIAL ASPHALT PATCH MATERIAL, BAG POT HOLE PATCHING MATERIAL. HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. GUNTERSVILLE AREA. MAKE: _____ MODEL: _____ LBS: _____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	BAG	\$13.950000	\$0.00			\$0.00	\$0.00
7456710 - ASPHALT PATCH MATERIAL ASPHALT PATCH MATERIAL, BAG POT HOLE PATCHING MATERIAL. HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL. TUSCUMBIA AREA. MAKE: _____ MODEL: _____ LBS: _____								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

190000000296	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 3 of 5
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

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 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

190000000296	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 4 of 5
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

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190000000296	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 5 of 5
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Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000297

NOT TO EXCEED AMOUNT:

Begin Date: 07/09/2019

Procurement Folder: 850001

Expiration Date: 07/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH
HIGH PERFORMANCE ASPHALT COLD PATCH: BAG, PAIL, BULK DELIVERY & BULK PICKUP

STATEWIDE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000039928: Logan County Asphalt Co.
2905 Commerce Blvd.
Guthrie OK 73044

Contact:

Don McBride
405-282-3711
don@logancountyasphalt.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 ALEX CITY AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 TUSCALOOSA AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 FAYETTE AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 MONTGOMERY AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

6	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00
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7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 TROY AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 GROVE HILL AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	BAG	\$15.000000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 MOBILE AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

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Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

190000000297	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 4 of 6
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

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In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

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3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
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 Required information not submitted with bid response
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 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

190000000297	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 5 of 6
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In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

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190000000297	Document Phase Final	Document Description MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH	Page 6 of 6
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Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 190000000298

NOT TO EXCEED AMOUNT:

Begin Date: 07/09/2019

Procurement Folder: 850001

Expiration Date: 07/08/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 07/15/19

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T015 HIGH PERFORMANCE ASPHALT COLD PATCH
HIGH PERFORMANCE ASPHALT COLD PATCH: BAG, PAIL, BULK DELIVERY & BULK PICKUP

STATEWIDE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000042695: CrafcO, Inc.
6165 West Detroit Street
Chandler AZ 85226

Contact:

Connie Olmos
602-276-0406 EXT: 8044
orders@crafcO.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	BAG	\$12.990000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 GUNTERSVILLE AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	BAG	\$12.250000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 TUSCUMBIA AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	BAG	\$12.810000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 BIRMINGHAM AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	BAG	\$13.210000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 ALEX CITY AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	BAG	\$12.810000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 TUSCALOOSA AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

6	0	BAG	\$12.600000	\$0.00			\$0.00	\$0.00
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7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 FAYETTE AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	BAG	\$13.720000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 MONTGOMERY AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	BAG	\$13.830000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 TROY AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	BAG	\$14.460000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 GROVE HILL AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	BAG	\$14.460000	\$0.00			\$0.00	\$0.00

7456710 - ASPHALT PATCH MATERIAL
 ASPHALT PATCH MATERIAL, BAG
 POT HOLE PATCHING MATERIAL.
 HIGH-PERFORMANCE COLD MIX REPAIR MATERIAL.
 MOBILE AREA.

MAKE: _____
 MODEL: _____
 LBS: _____

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

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TERMS AND CONDITIONS

Award:

The award shall be multi award line-by-line to the three (3) lowest responsible bidders meeting all specifications. The lowest responsible bidders on the Bag and Pail materials (ONLY) will be determined by the lowest price per pound as outlined in the pricing term and condition.

Freight:

All material bid (**except pick-up materials**) must be F.O.B. destination. Any freight charges must be included in the bid prices.

F.O.B. Destination:

F.O.B. destination is the location where the materials are delivered and unloaded to any state agency, city or county governmental agency, school, or university. The exact delivery location will be provided on the DO/PO when orders are placed.

Contract Period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Pricing:

Per the unit of measure, the price for the bag and pail materials must be given per bag or per pail. However, to determine the lowest responsible bidder, the weight per bag or the weight per pail will be divided by the price for that bag or pail. Vendors bidding on those items must list the weight of their bag or pail in pounds on the LBS line in the extended description for that line item. Failure to list the weight as outlined above will result in the rejection of your bid on that line item.

Firm pricing:

All bid prices must be firm for a period of one (1) year from the vendor's notification of award.

Pick-up Pricing:

Pick-up pricing must **not** include freight/delivery charges. Pick-up is for materials that will be picked-up at the vendors' pickup location.

Price Adjustments:

At the time of any subsequent renewal, with the approval of the vendors, the Alabama Department of Transportation and the Alabama Department of Finance purchasing director, contract prices may be Adjusted based on the asphalt index summary as maintained by the Alabama Department of Transportation's Construction Bureau. The Applicable Index will be the "pg asphalt". The summary may be viewed on-line at the following website:

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<http://www.dot.state.al.us/docs/bureaus/construction/construction+Index.htm>

Electronic Payment:

Vendors awarded in response to this RFB must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Purpose:

To establish a statewide contract from the materials listed for all state agencies. Contract prices must be made available to all city and county governmental agencies, schools, and university.

NOTE TO ALL VENDORS: PLEASE NOT THE EXACT BID COPY REQUIREMENT ITEM NUMBER 4 UNDER AUTHORITY. FAILURE TO PROVIDE THE REQUIRED BID COPY WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL BID PRICES, EXCEPT PARTS LINE ITEMS AND FREIGHT LINE ITEMS FOR PARTS, MUST BE LISTED PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO LIST THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BI-ANNUAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

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SPECIFICATIONS

01-General Requirements

The high-performance cold mix road repair material shall be capable of storage in an uncovered outdoor stockpile for a minimum of twelve (12) months. It shall be composed of mineral aggregates and modified bituminous liquid blend capable of coating wet aggregates (up to 4% moisture) without stripping and have stripping resistance of retained coating of not less than 95%. The permanent asphalt repair shall be uniform, remain flexible and cohesive to -15 degrees Fahrenheit and be capable of retaining adhesive qualities in wet applications. The patching materials shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement is overlaid.

Product bid must be listed in the ALDOT's Materials, Sources and Devices with Special Acceptance Requirements- Qualified Materials, Section III-5, at the time of bid.

02- Performance Guarantee

High performance pavement repair, when applied according to manufacturer's directions to deteriorated concrete or bituminous pavement surfaces, is guaranteed to adhere permanently to the repaired area for the life of the repair or until the surrounding pavement area fails. The Manufacturer/vendor will replace actual volumes of high-performance cold patch at no charge for any high-performance pavement repair that should ever ravel, release or otherwise fail in a properly repaired area.

03-Pick-up Areas

Bulk Pick-Up - Bidder must have pick-up location located within each area they are bidding.

ALDOT AREAS:

Guntersville Area:

Cullman, DeKalb, Etowah, Jackson, Madison and Marshall

Tuscumbia Area

Colbert, Franklin, Lauderdale, Lawrence, Limestone and Morgan

Birmingham Area:

Blount, Jefferson, Shelby and St. Clair

Alexander City Area:

Calhoun, Chambers, Clay, Cleburne, Coosa, Randolph, Talladega and Tallapoosa

Tuscaloosa Area:

Bibb, Chilton, Hale, Perry, Sumter and Tuscaloosa

Fayette Area:

Greene, Fayette, Lamar, Marion, Pickens, Walker and Winston

Montgomery Area:

Autauga, Bullock, Butler, Dallas, Elmore, Lee, Lowndes, Macon, Montgomery and Russell

Troy Area:

Barbour, Coffee, Covington, Crenshaw, Dale, Geneva, Henry, Houston and Pike

Grove Hill Area:

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Clarke, Choctaw, Marengo, Monroe, Washington and Wilcox

Mobile Area:
Baldwin, Conecuh, Escambia and Mobile